

SERIAL 10108 SS ASSET & WORK ORDER MANAGEMENT SW MAINTENANCE & SUPPORT

DATE OF LAST REVISION: October 06, 2010 CONTRACT END DATE: October 31, 2015

**CONTRACT PERIOD BEGINNING OCTOBER 06, 2010
ENDING OCTOBER 31, 2015**

TO: All Departments
FROM: Department of Materials Management
SUBJECT: Contract for **ASSET & WORK ORDER MANAGEMENT SW MAINTENANCE & SUPPORT**

Attached to this letter is a listing of vendors available to Maricopa County Agencies utilizing the office of Enterprise Technology C-41-11-003-3-00. The using agency and other interested parties may access and electronic version of this contract from the Materials Management Web site at:
http://www.maricopa.gov/materials/Awarded_Contracts/search.asp.

Please note: Price Agreement Purchase Orders (PG documents) may be generated using the information from this list. Use NIGP CODE 2085501

All purchases of product(s) listed on the attached pages of this letter are to be obtained from the listed contractor(s).



SOLE SOURCE CONTRACT

SERIAL 10108-SS

This Contract is entered into the 6th day of October 2010 by and between Maricopa County (County), a political subdivision of the State of Arizona, and MCM Technology, LLC a Delaware corporation (Contractor) for the purchase of Asset and Work Order Management Software, Maintenance and Support.

1.0 TERM:

- 1.1 This Contract is for a term of five (5) years, beginning on the day of 6th day of October, 2010 and ending the 31st day of October, 2015.
- 1.2 The County may, at its option and with the agreement of the Contractor, extend the term of this Contract for additional terms up to a maximum of five (5) years, (or at the County's sole discretion, extend the contract on a month-to-month basis for a maximum of six (6) months after expiration). The County shall notify the Contractor in writing of its intent to extend the Contract term at least thirty (30) calendar days prior to the expiration of the original contract term, or any additional term thereafter.

2.0 INVOICES AND PAYMENTS:

- 2.1 The Contractor shall submit two (2) legible copies of their detailed invoice before payment(s) can be made. At a minimum, the invoice must provide the following information:
 - Company name, address and contact
 - County bill-to name and contact information
 - Contract Serial Number
 - County purchase order number
 - Invoice number and date
 - Payment terms
 - Date(s) of service
 - Contract Item number(s)
 - Description of services
 - Total Amount Due
- 2.2 Problems regarding billing or invoicing shall be directed to the using agency as listed on the Purchase Order.
- 2.3 Payment shall be made to the Respondent by Accounts Payable through the Maricopa County Vendor Express Payment Program. This is an Electronic Funds Transfer

(EFT) process. After Award the Respondent may fill-out an EFT Enrollment form located on the Maricopa County Department of Finance Website as a fillable PDF document (www.maricopa.gov/finance/).

- 2.4 EFT payments to the routing and account numbers designated by the Respondent will include the details on the specific invoices that the payment covers. The Respondent is required to discuss remittance delivery capabilities with their designated financial institution for access to those details.

3.0 TAX: (SERVICES)

No tax shall be levied against labor. It is the responsibility of the Contractor to determine any and all taxes and include the same in proposal price.

4.0 TAX: (COMMODITIES)

Tax shall not be levied against labor. Sales/use tax will be determined by County.

5.0 POST AWARD MEETING:

The Contractor may be required to attend a post-award meeting with the Using Agency to discuss the terms and conditions of the Contract. This meeting will be coordinated by the Procurement Officer of the Contract.

6.0 TERMS & CONDITIONS:

6.1 INDEMNIFICATION:

To the fullest extent permitted by law, Contractor shall defend, indemnify, and hold harmless County, its agents, representatives, officers, directors, officials, and employees from and against all claims, damages, losses and expenses, including, but not limited to, attorney fees, court costs, expert witness fees, and the cost of appellate proceedings, relating to, arising out of, or alleged to have resulted from the negligent acts, errors, omissions, mistakes or malfeasance relating to the performance of this Contract. Contractor's duty to defend, indemnify and hold harmless County, its agents, representatives, officers, directors, officials, and employees shall arise in connection with any claim, damage, loss or expense that is caused by any negligent acts, errors, omissions or mistakes in the performance of this Contract by the Contractor, as well as any person or entity for whose acts, errors, omissions, mistakes or malfeasance Contractor may be legally liable.

The amount and type of insurance coverage requirements set forth herein will in no way be construed as limiting the scope of the indemnity in this paragraph.

The scope of this indemnification does not extend to the sole negligence of County.

6.2 INSURANCE REQUIREMENTS:

Contractor, at Contractor's own expense, shall purchase and maintain the herein stipulated minimum insurance from a company or companies duly licensed by the State of Arizona and possessing a current A.M. Best, Inc. rating of B++6. In lieu of State of Arizona licensing, the stipulated insurance may be purchased from a company or companies, which are authorized to do business in the State of Arizona, provided that said insurance companies meet the approval of County. The form of any insurance policies and forms must be acceptable to County.

All insurance required herein shall be maintained in full force and effect until all work or service required to be performed under the terms of the Contract is satisfactorily completed and formally accepted. Failure to do so may, at the sole discretion of County, constitute a material breach of this Contract.

Contractor's insurance shall be primary insurance as respects County, and any insurance or self-insurance maintained by County shall not contribute to it.

Any failure to comply with the claim reporting provisions of the insurance policies or any breach of an insurance policy warranty shall not affect the County's right to coverage afforded under the insurance policies.

The insurance policies may provide coverage that contains deductibles or self-insured retentions. Such deductible and/or self-insured retentions shall not be applicable with respect to the coverage provided to County under such policies. Contractor shall be solely responsible for the deductible and/or self-insured retention and County, at its option, may require Contractor to secure payment of such deductibles or self-insured retentions by a surety bond or an irrevocable and unconditional letter of credit.

County reserves the right to request and to receive, within 10 working days, certified copies of any or all of the herein required insurance policies and/or endorsements. County shall not be obligated, however, to review such policies and/or endorsements or to advise Contractor of any deficiencies in such policies and endorsements, and such receipt shall not relieve Contractor from, or be deemed a waiver of County's right to insist on strict fulfillment of Contractor's obligations under this Contract.

The insurance policies required by this Contract, except Workers' Compensation, and Errors and Omissions, shall name County, its agents, representatives, officers, directors, officials and employees as Additional Insureds.

The policies required hereunder, except Workers' Compensation, and Errors and Omissions, shall contain a waiver of transfer of rights of recovery (subrogation) against County, its agents, representatives, officers, directors, officials and employees for any claims arising out of Contractor's work or service.

6.2.1 Commercial General Liability:

Commercial General Liability insurance and, if necessary, Commercial Umbrella insurance with a limit of not less than \$1,000,000 for each occurrence, \$2,000,000 Products/Completed Operations Aggregate, and \$2,000,000 General Aggregate Limit. The policy shall include coverage for bodily injury, broad form property damage, personal injury, products and completed operations and blanket contractual coverage, and shall not contain any provision which would serve to limit third party action over claims. There shall be no endorsement or modification of the CGL limiting the scope of coverage for liability arising from explosion, collapse, or underground property damage.

6.2.2 Automobile Liability:

Commercial/Business Automobile Liability insurance and, if necessary, Commercial Umbrella insurance with a combined single limit for bodily injury and property damage of not less than \$1,000,000 each occurrence with respect to any of the Contractor's owned, hired, and non-owned vehicles assigned to or used in performance of the Contractor's work or services under this Contract.

6.2.3 Workers' Compensation:

Workers' Compensation insurance to cover obligations imposed by federal and state statutes having jurisdiction of Contractor's employees engaged in the performance of the work or services under this Contract; and Employer's Liability insurance of not less than \$100,000 for each accident, \$100,000 disease for each employee, and \$500,000 disease policy limit.

Contractor waives all rights against County and its agents, officers, directors and employees for recovery of damages to the extent these damages are covered by the Workers' Compensation and Employer's Liability or commercial umbrella liability insurance obtained by Contractor pursuant to this Contract.

6.2.4 Certificates of Insurance.

6.2.4.1 Prior to commencing work or services under this Contract, Contractor shall have insurance in effect as required by the Contract in the form provided by the County, issued by Contractor's insurer(s), as evidence that policies providing the required coverage, conditions and limits required by this Contract are in full force and effect. Such certificates shall be made available to the County upon 48 hours notice. **BY SIGNING THE AGREEMENT PAGE THE CONTRACTOR AGREES TO THIS REQUIREMENT AND FAILURE TO MEET THIS REQUIREMENT WILL RESULT IN CANCELLATION OF CONTRACT.**

In the event any insurance policy (ies) required by this contract is (are) written on a "claims made" basis, coverage shall extend for two years past completion and acceptance of Contractor's work or services and as evidenced by annual Certificates of Insurance.

If a policy does expire during the life of the Contract, a renewal certificate must be sent to County fifteen (15) days prior to the expiration date.

6.2.5 Cancellation and Expiration Notice.

Insurance required herein shall not be permitted to expire, be canceled, or materially changed without thirty (30) days prior written notice to the County.

6.3 WARRANTY OF SERVICES:

6.3.1 The Contractor warrants that all services provided hereunder will conform to the requirements of the Contract, including all descriptions, specifications and attachments made a part of this Contract. County's acceptance of services or goods provided by the Contractor shall not relieve the Contractor from its obligations under this warranty.

6.3.2 In addition to its other remedies, County may, at the Contractor's expense, require prompt correction of any services failing to meet the Contractor's warranty herein. Services corrected by the Contractor shall be subject to all the provisions of this Contract in the manner and to the same extent as services originally furnished hereunder.

6.4 PROCUREMENT CARD ORDERING:

The County may determine to use a MasterCard Procurement Card, to place and/or make payment for orders under the Contract.

6.5 INTERNET COMMUNICATIONS AND ORDERING:

The County may at its option use the Internet to communicate and to place orders under this Contract.

6.6 NOTICES:

All notices given pursuant to the terms of this Contract shall be addressed to:

For County:

Maricopa County Materials Management Department
Attn: Chief Procurement Officer
320 West Lincoln Street
Phoenix, Arizona 85003

For Contractor:

MCM Technology, LLC
Attn: Contracts Department
3510 Vann Road, Suite 105
Birmingham, AL 35235

6.7 PRICE ADJUSTMENTS:

Any requests for reasonable price adjustments must be submitted sixty (60) days prior to the Contract expiration date. Requests for adjustment in cost of labor and/or materials must be supported by appropriate documentation. If County agrees to the adjusted price terms, County shall issue written approval of the change. The reasonableness of the request will be determined by comparing the request with the (Consumer Price Index) or by performing a market survey.

6.8 TERMINATION FOR CONVENIENCE:

The County reserves the right to terminate the Contract, in whole or in part at any time, when in the best interests of the County without penalty or recourse. Upon receipt of the written notice, the Contractor shall immediately stop all work, as directed in the notice, notify all subcontractors of the effective date of the termination and minimize all further costs to the County. In the event of termination under this paragraph, all documents, data and reports prepared by the Contractor under the Contract shall become the property of and be delivered to the County upon demand. The Contractor shall be entitled to receive just and equitable compensation for work in progress, work completed and materials accepted before the effective date of the termination.

6.9 TERMINATION FOR DEFAULT:

6.9.1 In addition to the rights reserved in the Contract, the County may terminate the Contract in whole or in part due to the failure of the Contractor to comply with any term or condition of the Contract, to acquire and maintain all required insurance policies, bonds, licenses and permits, or to make satisfactory progress in performing the Contract. The Procurement Officer shall provide written notice of the termination and the reasons for it to the Contractor.

6.9.2 Upon termination under this paragraph, all goods, materials, documents, data and reports prepared by the Contractor under the Contract shall become the property of and be delivered to the County on demand.

6.9.3 The County may, upon termination of this Contract, procure, on terms and in the manner that it deems appropriate, materials or services to replace those under this Contract. The Contractor shall be liable to the County for any excess costs incurred by the County in procuring materials or services in substitution for those due from the Contractor.

6.9.4 The Contractor shall continue to perform, in accordance with the requirements of the Contract, up to the date of termination, as directed in the termination notice.

6.10 STATUTORY RIGHT OF CANCELLATION FOR CONFLICT OF INTEREST:

Notice is given that pursuant to A.R.S. §38-511 the County may cancel this Contract without penalty or further obligation within three years after execution of the contract, if any person significantly involved in initiating, negotiating, securing, drafting or creating the contract on behalf of the County is at any time while the Contract or any extension of the Contract is in effect, an employee or agent of any other party to the Contract in any capacity or consultant to any other party of the Contract with respect to the subject matter of the Contract. Additionally, pursuant to A.R.S. §38-511 the County may recoup any fee or commission paid or due to any person significantly involved in initiating, negotiating, securing, drafting or creating the contract on behalf of the County from any other party to the contract arising as the result of the Contract.

6.11 OFFSET FOR DAMAGES:

In addition to all other remedies at law or equity, the County may offset from any money due to the Contractor any amounts Contractor owes to the County for damages resulting from breach or deficiencies in performance under this contract.

6.12 ADDITIONS/DELETIONS OF SERVICE:

The County reserves the right to add and/or delete products and/or services provided under this Contract. If a requirement is deleted, payment to the Contractor will be reduced proportionately to the amount of service reduced in accordance with the proposal price. If additional services and/or products are required from this Contract, prices for such additions will be negotiated between the Contractor and the County.

6.13 RELATIONSHIPS:

In the performance of the services described herein, the Contractor shall act solely as an independent contractor, and nothing herein or implied herein shall at any time be construed as to create the relationship of employer and employee, partnership, principal and agent, or joint venture between the County and the Contractor.

6.14 SUBCONTRACTING:

As this is a sole source contract, the Contractor may not assign this Contract or subcontract to another party for performance of the terms and conditions hereof.

6.15 AMENDMENTS:

All amendments to this Contract shall be in writing and approved/signed by both parties. Maricopa County Materials Management shall be responsible for approving all amendments for County.

6.16 RETENTION OF RECORDS:

The Contractor agrees to retain all financial books, records, and other documents relevant to this Contract for six (6) years after final payment or until after the resolution of any audit questions which could be more than six (6) years, whichever is longer. The County, County, Federal or State auditors and any other persons duly authorized by the Department shall have full access to, and the right to examine, copy and make use of, any and all said materials.

If the Contractor's books, records and other documents relevant to this Contract are not sufficient to support and document that requested services were provided, the Contractor shall reimburse County for the services not so adequately supported and documented.

6.17 AUDIT DISALLOWANCES:

If at any time, County determines that a cost for which payment has been made is a disallowed cost, such as overpayment, County shall notify the Contractor in writing of the disallowance. County shall also state the means of correction, which may be but shall not be limited to adjustment of any future claim submitted by the Contractor by the amount of the disallowance, or to require repayment of the disallowed amount by the Contractor.

6.18 ALTERNATIVE DISPUTE RESOLUTION:

6.18.1 After the exhaustion of the administrative remedies provided in the Maricopa County Procurement Code, any contract dispute in this matter is subject to compulsory arbitration. Provided the parties participate in the arbitration in good faith, such arbitration is not binding and the parties are entitled to pursue the matter in state or federal court sitting in Maricopa County for a de novo determination on the law and facts. If the parties cannot agree on an arbitrator, each party will designate an arbitrator and those two arbitrators will agree on a third arbitrator. The three arbitrators will then serve

as a panel to consider the arbitration. The parties will be equally responsible for the compensation for the arbitrator(s). The hearing, evidence, and procedure will be in accordance with Rule 74 of the Arizona Rules of Civil Procedure. Within ten (10) days of the completion of the hearing the arbitrator(s) shall:

6.18.1.1 Render a decision;

6.18.1.2 Notify the parties that the exhibits are available for retrieval; and

6.18.1.3 Notify the parties of the decision in writing (a letter to the parties or their counsel shall suffice).

6.18.2 Within ten (10) days of the notice of decision, either party may submit to the arbitrator(s) a proposed form of award or other final disposition, including any form of award for attorneys' fees and costs. Within five (5) days of receipt of the foregoing, the opposing party may file objections. Within ten (10) days of receipt of any objections, the arbitrator(s) shall pass upon the objections and prepare a signed award or other final disposition and mail copies to all parties or their counsel.

6.18.3 Any party which has appeared and participated in good faith in the arbitration proceedings may appeal from the award or other final disposition by filing an action in the state or federal court sitting in Maricopa County within twenty (20) days after date of the award or other final disposition. Unless such action is dismissed for failure to prosecute, such action will make the award or other final disposition of the arbitrator(s) a nullity.

6.19 VERIFICATION REGARDING COMPLIANCE WITH ARIZONA REVISED STATUTES §41-4401 AND FEDERAL IMMIGRATION LAWS AND REGULATIONS:

6.19.1 By entering into the Contract, the Contractor warrants compliance with the Immigration and Nationality Act (INA using e-verify) and all other federal immigration laws and regulations related to the immigration status of its employees and A.R.S. §23-214(A). The contractor shall obtain statements from its subcontractors certifying compliance and shall furnish the statements to the Procurement Officer upon request. These warranties shall remain in effect through the term of the Contract. The Contractor and its subcontractors shall also maintain Employment Eligibility Verification forms (I-9) as required by the Immigration Reform and Control Act of 1986, as amended from time to time, for all employees performing work under the Contract and verify employee compliance using the E-verify system and shall keep a record of the verification for the duration of the employee's employment or at least three years, whichever is longer. I-9 forms are available for download at USCIS.GOV.

6.19.2 The County retains the legal right to inspect contractor and subcontractor employee documents performing work under this Contract to verify compliance with paragraph 6.19.1 of this Section. Contractor and subcontractor shall be given reasonable notice of the County's intent to inspect and shall make the documents available at the time and date specified. Should the County suspect or find that the Contractor or any of its subcontractors are not in compliance, the County will consider this a material breach of the contract and may pursue any and all remedies allowed by law, including, but not limited to: suspension of work, termination of the Contract for default, and suspension and/or debarment of the Contractor. All costs necessary to verify compliance are the responsibility of the Contractor.

6.20 VERIFICATION REGARDING COMPLIANCE WITH ARIZONA REVISED STATUTES §§35-391.06 AND 35-393.06 BUSINESS RELATIONS WITH SUDAN AND IRAN:

6.20.1 By entering into the Contract, the Contractor certifies it does not have scrutinized business operations in Sudan or Iran. The contractor shall obtain statements from its subcontractors certifying compliance and shall furnish the statements to the Procurement Officer upon request. These warranties shall remain in effect through the term of the Contract.

6.20.2 The County may request verification of compliance for any contractor or subcontractor performing work under the Contract. Should the County suspect or find that the Contractor or any of its subcontractors are not in compliance, the County may pursue any and all remedies allowed by law, including, but not limited to: suspension of work, termination of the Contract for default, and suspension and/or debarment of the Contractor. All costs necessary to verify compliance are the responsibility of the Contractor.

6.21 AVAILABILITY OF FUNDS:

6.21.1 The provisions of this Contract relating to payment for services shall become effective when funds assigned for the purpose of compensating the Contractor as herein provided are actually available to County for disbursement. The Director shall be the sole judge and authority in determining the availability of funds under this Contract. County shall keep the Contractor fully informed as to the availability of funds.

6.21.2 If any action is taken by any state agency, Federal department or any other agency or instrumentality to suspend, decrease, or terminate its fiscal obligations under, or in connection with, this Contract, County may amend, suspend, decrease, or terminate its obligations under, or in connection with, this Contract. In the event of termination, County shall be liable for payment only for services rendered prior to the effective date of the termination, provided that such services are performed in accordance with the provisions of this Contract. County shall give written notice of the effective date of any suspension, amendment, or termination under this Section, at least ten (10) days in advance.

6.22 CONTRACT COMPLIANCE MONITORING

County shall monitor the Contractor's compliance with, and performance under, the terms and conditions of this Contract. The Contractor shall make available for inspection and/or copying by County, all records and accounts relating to the work performed or the services provided under this Contract.

6.22.1 If any of the services do not conform with Contract requirements, County may require the Contractor to perform the services again in conformity with Contract requirements, at an increase in Contract amount. When the defects in services cannot be corrected by re-performance, County may:

6.22.1.1 Require the Contractor to take necessary action to ensure that future performance conforms to Contract requirements; and

6.22.1.2 Reduce the Contract price to reflect the reduced value of the services performed.

6.22.2 If the Contractor fails to promptly perform the services again or to take the necessary action to ensure future performance in conformity with Contract requirements, County may:

6.22.2.1 By Contract or otherwise, perform the services and charge to the Contractor any cost incurred by County that is directly related to the performance of such service; or

6.22.2.2 Terminate the Contract for default.

6.23 STRICT COMPLIANCE

Acceptance by County of performance not in strict compliance with the terms hereof shall not be deemed to waive the requirement of strict compliance for all future performance obligations. All changes in performance obligations under this Contract must be in writing.

6.24 SEVERABILITY:

The invalidity, in whole or in part, of any provision of this Contract shall not void or affect the validity of any other provision of this Contract.

6.25 RIGHTS IN DATA:

The County shall own have the use of all data and reports resulting from this Contract without additional cost or other restriction except as provided by law. Each party shall supply to the other party, upon request, any available information that is relevant to this Contract and to the performance hereunder.

6.26 INTEGRATION:

This Contract represents the entire and integrated agreement between the parties and supersedes all prior negotiations, proposals, communications, understandings, representations, or agreements, whether oral or written, express or implied.

6.27 GOVERNING LAW:

This Contract shall be governed by the laws of the state of Arizona. Venue for any actions or lawsuits involving this Contract will be in Maricopa County Superior Court or in the United States County Court for the County of Arizona, sitting in Phoenix, Arizona.

6.28 PRICES:

Contractor warrants that prices extended to County under this Contract are no higher than those paid by any other customer for these or similar services.

6.29 CONTRACTOR LICENSE REQUIREMENT:

The Respondent shall procure all permits, insurance, licenses and pay the charges and fees necessary and incidental to the lawful conduct of his/her business, and as necessary complete any required certification requirements, required by any and all governmental or non-governmental entities as mandated to maintain compliance with and in good standing for all permits and/or licenses. The Respondent shall keep fully informed of existing and future trade or industry requirements, Federal, State and Local laws, ordinances, and regulations which in any manner affect the fulfillment of a Contract and shall comply with the same. Contractor shall immediately notify both Materials Management and the using agency of any and all changes concerning permits, insurance or license.

6.30 CERTIFICATION REGARDING DEBARMENT AND SUSPENSION

6.30.1 The undersigned (authorized official signing for the Contractor) certifies to the best of his or her knowledge and belief, that the Contractor, defined as the primary participant in accordance with 45 CFR Part 76, and its principals:

6.30.1.1 are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal Department or agency;

6.30.1.2 have not within 3-year period preceding this Contract been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

6.30.1.3 are not presently indicted or otherwise criminally or civilly charged by a government entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (2) of this certification; and

6.30.1.4 have not within a 3-year period preceding this Contract had one or more public transaction (Federal, State or local) terminated for cause of default.

6.30.2 Should the Contractor not be able to provide this certification, an explanation as to why should be attached to the Contract.

6.30.3 The Contractor agrees to include, without modification, this clause in all lower tier covered transactions (i.e. transactions with subcontractors) and in all solicitations for lower tier covered transactions related to this Contract.

6.31 ORDER OF PRECEDENCE:

In the event of a conflict in the provisions of this Contract and Contractor's license agreement, the terms of this Contract shall prevail, except the Contractor's license agreement shall prevail where it pertains to the use of the Contractor's product.

6.32 INCORPORATION OF DOCUMENTS:

The following are to be attached to and made part of this Contract.

6.32.1 Exhibit A, Pricing

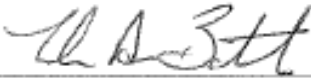
6.32.2 Exhibit B, Scope of Work

6.32.3 Exhibit C, Software License Agreement; and

6.32.4 Exhibit D, Contractor Travel and Per Diem Policy

IN WITNESS WHEREOF, this Contract is executed on the date set forth above.

CONTRACTOR:



AUTHORIZED SIGNATURE VICE PRESIDENT
THOMAS A. BARTELS FINANCE + OPERATIONS
PRINTED NAME AND TITLE
3510 VANN RD, SUITE 105
BIRMINGHAM, AL 35235

ADDRESS
10-06-10

DATE

MARICOPA COUNTY:



CHAIRMAN, BOARD OF SUPERVISORS

OCT 08 2010

DATE

ATTESTED:



DEPUTY CLERK OF THE BOARD 100610

OCT 08 2010

DATE

APPROVED AS TO FORM:



COUNTY LEGAL COUNSEL

OCT 5 2010

DATE

EXHIBIT A

PRICING

SERIAL: 10108-SS	
NIGP CODE: 2085501	
RESPONDENT NAME:	MCM Technology
VENDOR NUMBER :	W000006545
ADDRESS:	3510 Vann Road, Suite 105
	Birmingham, AL 35235
P.O. ADDRESS:	
TELEPHONE NUMBER:	205-655-8949
FACSIMILY NUMBER:	205-655-5605
WEB SITE:	www.mcmtechnology.com
REPRESENTATIVE:	Tom Bartels
REPRESENTATIVE E-MAIL:	tbartels@mcmtechnology.com

	YES	NO	REBATE
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WILL ALLOW OTHER GOVERNMENTAL ENTITIES TO PURCHASE FROM THIS CONTRACT:	[X]	[]	
WILL ACCEPT PROCUREMENT CARD FOR PAYMENT:	[]	[X]	
WILL OFFER REBATE (CASH OR CREDIT) FOR UTILIZING PROCUREMENT CARD:	[]	[X]	% _____

(Payment shall be made within 48 hours of utilizing the Purchasing Card)

PAYMENT TERMS:
☒ NET 20 DAYS

	Price to End User
<u>CommSHOP 360 v5.0; On-Site Installation; Perpetual License</u>	
Software License Fees <i>Number of Users: 45</i>	\$33,898.10
Professional Services Installation Bundle (travel expenses included)	\$58,442.25
Third-Party Software	\$ 2,920.30
Year One, Twelve-Month Support, Maintenance Fee*	\$ 7,363.68

CommSHOP Year-One Cost	<u>USD 102,624.33</u>
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<u>Radio ID Management</u>	
Professional Services Installation Bundle (travel expenses included)	\$2,650.00
ID Management Software	\$ 8,095.00
Year One, Twelve-Month Support, Maintenance Fee*	\$ 1,619.00

Radio ID Management Year One Cost	<u>USD 12,364.00</u>
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<u>Workflow Alerts Module</u>	
Professional Services Installation Bundle (travel expenses included)	\$ -
Alerts Module Software	\$ -
1st year Maintenance	\$ -

Work Alerts Year One Cost	<u>USD -</u>
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<u>Mobile Asset Assistant & Devices</u>	
Mobile Web Sync Service	\$3,495.00
Asset Assistant Device License (per handheld) 4 \$995.00	\$3,980.00
MC 5590 Devices 4 \$2,100.00	\$8,400.00

Implementation Services	\$7,618.75
Year One, Twelve-Month Support, Maintenance Fee*	\$1,495.00

Mobile Asset Assistant Year One Cost	<u>USD 24,988.75</u>
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Total Project Cost	<u>USD 139,977.08</u>
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* TOTAL Annual Support & Maint Fee for Year 2	\$20,110.95
* TOTAL Annual Support & Maint Fee for Year 3	\$20,915.39
* TOTAL Annual Support & Maint Fee for Year 4	\$21,752.00
* TOTAL Annual Support & Maint Fee for Year 5	\$22,622.08

Deliverables

CommSHOP 360 v5.0 Solution

Agency Management
Asset Management
Work Order Management
Inventory Management
Project Management
Standard Reports

Maintenance, Updates & Phone Support

Technical support regarding software questions
Guidance regarding operational interactions
Release updates to existing modules
Patches & fixes
New enhancements

Professional Services

Data Conversion
Database Configuration
Installation Services
Project Management
User Training

Enhancement Applications

Mobile Asset Assistant - 4 licenses & devices
ID Management
Workflow Alerts Module

All Pricing is quoted in US Dollars. Taxes are not included in pricing, and would be additional, if applicable, and would be the obligation of the customer.

Payment Milestones

MILESTONE PAYMENT # 1: 40% of the total Project cost = \$55,990.83

Due to CONTRACTOR upon the approval and execution of Exhibit B and all related exhibits and attachments by all necessary parties.

DELIVERABLE #1 - CONTRACT EXECUTION & DELIVERY:

This payment does not have any Services associated and simply initiates CONTRACTOR'S obligation to assign a Project Manager, hold a Kick-Off Meeting for the Project (in cooperation with the COUNTY), and to schedule the newly contracted Project within the current implementation calendar in accordance with the timelines set out in this exhibit and to deliver all hardware and software licenses.

MILESTONE PAYMENT # 2: 40% of the total Project cost = \$ 55,990.83

Due to CONTRACTOR upon completion and acceptance by COUNTY of Phase I Pre- Implementation and Installation Services, Deliverables 2.1, 2.2 and 2.3 (defined below).

PHASE I - PRE-IMPLEMENTATION SERVICES

DELIVERABLE #2.1 - BUSINESS ASSESSMENTS — PROCESS & PERSONNEL

Pre-implementation Services are one of the most crucial pieces of a Project as they set the tone and direction of the entire project. These Services will be conducted by senior CONTRACTOR Project Engineers and depending on size and scope, could entail more than one CONTRACTOR individual. This process will be completed on-site at a location and with COUNTY Administrators or senior representatives from their respective Departments, both as designated by COUNTY.

Pre-Implementation will include CONTRACTOR meeting with the COUNTY personnel and assessing the COUNTY existing processes and the workflow of the current COUNTY environment. The CONTRACTOR Engineer will develop Implementation approaches and strategies regarding Asset Management Applications and Work Order Management Applications — determining how these modules will be used for and by COUNTY. CONTRACTOR will review all supporting tables, settings and configurations within the Project applications with COUNTY. This direct interaction with key COUNTY personnel will help CONTRACTOR to cover all unknowns and finalize how the System will operate and what's to be expected. CONTRACTOR may request sample data from COUNTY for planning and preparation of the conversion process. CONTRACTOR will request COUNTY'S input for formatting and standardizing the data and will meet with COUNTY during the latter part of Pre-Implementation to physically map out data from the COUNTY Legacy System to specific CONTRACTOR Data Tables. CONTRACTOR and COUNTY will determine and assign User Groups for the System. CONTRACTOR will develop a training agenda and send it to COUNTY Project Administrators for assignment of COUNTY personnel.

All facets of the Project are covered during Pre-Implementation and the Application and Database Installation is performed at this time as well. The pre-Implementation Services are typically a 3 - 4 day event.

DELIVERABLE #2.2 - INSTALLATION SERVICES:

CONTRACTOR shall perform installation services including all Hardware and Application Software required in the Project including Servers and COUNTY Workstations. CONTRACTOR will meet with the COUNTY'S IT or MIS Department as to specific COUNTY requirements. This one (1) day event will be conducted during Pre-Implementation, as agreed by the parties.

DELIVERABLE #2.3 — STATUS REPORT:

CONTRACTOR shall provide COUNTY with monthly status reports reflecting accomplishments and issues relating to the past thirty (30) days, and recommendations and planned accomplishments for the subsequent thirty (30) days.

DUE DATE — DELIVERABLE #2.3: Due the third business day following the end of the prior thirty (30) day reporting period.

MILESTONE PAYMENT # 3 — 20% of the total Project cost = \$27,995.42

Due to CONTRACTOR upon completion and acceptance of Project Completion/Sign-off - including delivery and acceptance.

EXHIBIT B

SCOPE OF WORK

1.0 INTENT:

The CONTRACTOR sells and supports an all encompassing Asset Management Enterprise software application designed specifically to track and record life-cycle activities of Assets from Acquisition to Disposition.

CommSHOP 360°™ is a multi-user management solution that accumulates and maintains data to assist in the management of serialized and/or capitalized assets, while maintaining real-time control of the asset's location, condition, and historical movement.

The system also has an integrated state-of-the-art Work Order management system that tracks consumable inventory usage, manages and reports on labor usage, and compiles revenue and expense management data.

2.0 PROJECT SCOPE:

The CONTRACTOR will provide software programs and services that meet all the requirements listed in this SOW.

3.0 DELIVERABLES:

The following are the project deliverables as defined:

Software:

1. CommSHOP 360°™ Core Modules
 - Agency
 - Asset
 - Work Order
 - Inventory
 - Project Management
 - Purchasing
 - Reporting
 - User Licenses – (45)
2. Optional Applications and Deliverables
 - Radio ID Management
 - Mobile Asset Assistant
 - Workflow Alerts Module
3. Third Party Software
 - Rapid Report Writer*

Hardware:

(4) Symbol MC55 Handheld.

Services:

1. On-Site information gathering meetings and Business Process Review
2. Database Configuration (setting system tables) and Review
3. Data Conversion
 - Conversion of identified data
 - Data conversion audit and review
4. Installation of database and application on COUNTY servers
5. On-Site Training

4.0 PROJECT TIMELINE:

The CONTRACTOR proposes to begin the implementation process, as described in this document, within 30 days of the contract award. The CONTRACTOR proposes to complete the implementation of the system within 90 days of the start date of the project. The implementation timeline will be developed upon contract award as agreed upon by both parties.

5.0 ENGAGEMENT ASSUMPTIONS:

The following assumptions apply to this engagement:

- COUNTY will identify a resource prior to commencement of this initiative to serve as the project manager to whom the CONTRACTOR will transfer knowledge.
- COUNTY SME's will be available on an as needed basis to support the project objectives and deliverables.
- The CONTRACTOR is solely responsible for the CONTRACTOR project staffing.
- The CONTRACTOR agrees to sign all non-disclosure agreements, as necessary.
- Changes to the scope of work including but not limited to, expanding the area of responsibility, enhancement requests, or a change of work location, shall be negotiated.
- Work will be performed at the COUNTY's or the CONTRACTOR'S facility as deemed appropriate.
- The COUNTY will provide the CONTRACTOR personnel with the appropriate facilities necessary to complete the defined scope of work in time frames that support the project. Facilities include but are not limited to:
 - Pentium Workstation
 - Suitable office or work space to perform project duties
 - Telephone
 - Facility/Security Access Badges
 - E-mail or ability to access outside systems
 - Network/Peripherals Access
- The CONTRACTOR will not be responsible for delays caused by the unavailability of COUNTY personnel, or other events beyond its control (e.g. malfunctioning infrastructure elements, delays of input data), as these delays could directly impact end-date deliverables.
- COUNTY will provide the CONTRACTOR with all workstations to be configured upon arrival for commencement of the project.
- The CONTRACTOR will provide COUNTY with status reports reflecting accomplishments, issues and recommendations, and planned accomplishments for the next reporting period. Status reports will be presented on an as-needed basis during a milestone period and at the end of each milestone.

6.0 IMPLEMENTATION METHODOLOGY

6.1 SECTION 1 - PRE-INSTALLATION TASKS

6.2 Defining project roles and responsibilities

The goal of this engagement is to successfully implement an Asset Management application that will provide the most value for COUNTY over the long term.

For this project, the CONTRACTOR will provide a team of skilled professionals who possess specific industry knowledge, technological proficiency, project management excellence, and dedication to the goals and objectives of the engagement.

6.3 CONTRACTOR roles and responsibilities

Project Manager/Lead Management Consultant

The project manager/lead management consultant has overall responsibility for the activities of the project. This individual possesses the ability to lead complex projects to a successful completion. This senior member of the team will be experienced with the CommSHOP 360°™ solution and services.

Installation Specialist

The Installation Specialist has overall responsibility for the initial installation of the CommSHOP 360°™ Software and/or converted data, system set-up, and preparation for system training.

Subject Matter Expert (SME)

Individual(s) responsible for COUNTY converted data implementation and/or system modifications per contract.

Trainer

Individual(s) responsible for end-user training on the CommSHOP 360°™ system during specified training sessions.

Customer Service Representative (CSR)

Individual(s) responsible for support of the CommSHOP 360°™ system during warranty and maintenance contract periods

Business Process Improvement/Change Management Consultant

Individual skilled in analysis of current company business processes – interface with CommSHOP 360°™ processes – changes required for successful implementation of CommSHOP 360°™ software.

The CONTRACTOR Project Team Assignment

The CONTRACTOR will assign personnel to your project based on our staff availability and skill sets required.

A Project Manager (PM) is generally assigned to the job during the sales process, but the CONTRACTOR reserves the right to assign a different PM to the project after contract execution based on availability.

6.4 COUNTY responsibilities

Essential to the success of this engagement is the close participation and involvement of COUNTY personnel. Regardless of the CONTRACTOR's level of expertise and experience in this area, the cornerstone of this initiative is COUNTY's knowledge of its own business and asset management requirements.

The project approach centers itself on the identification and analysis of processes and requirements that no one knows better than the COUNTY. COUNTY will identify a project manager who will interface with the CONTRACTOR as a point of contact for project activities.

The COUNTY project team will usually consist of one or more personnel for the following defined project "roles":

- Project Leader
- IT Contact
- Data conversion contact(s)
- SMEs (Subject Matter Experts)

Based on the project requirements and complexity, the CONTRACTOR project manager will assist in defining these roles and if any additional roles are needed.

6.5 Pre-install Tasks Review and Assignment

6.5.1 Data Conversion Information Gathering

Prior to any conversion, the data that is to be converted must be identified and samples provided. COUNTY will be required to provide the CONTRACTOR with data files that have the minimum data fields required to populate the related CommSHOP 360^o™ database tables.

6.5.2 Development and Testing of Custom Development

The following is a list of any custom development requirements defined for this implementation. Separate specification documentation will be developed and agreed upon where required.

Custom Development Description	Hours	Target Date
N/A		

6.5.3 Identify Custom Report Development

The following is a list of custom reports that have been identified and included within the scope of this implementation.

Description of Report	Notes	Hours
N/A		

7.0 SECTION 2 – DATA CONVERSION

7.1 Cleaning and formatting COUNTY data

Prior to converting your data into the CommSHOP 360^o™ database, the data must be formatted to insure that all of the fields convert properly. This process includes:

- Formatting dates to the required YYYY-MM-DD format
- Standardizing data with common fields such as:
 - Agency Groups,
 - Asset Classes,
 - Asset Categories
- Assigning new data to records for CommSHOP 360^o™ required fields

7.2 Import into CommSHOP 360^o™ SQL tables

This is the process of importing data from the formatted files into the CommSHOP 360^o™ SQL tables. At this point, the data will be accessible for changes through the CommSHOP 360^o™ application interface. Additional changes and formatting can still be done after the data is imported, where required.

7.3 Verify data integrity

Verifying the integrity of the data involves both the CONTRACTOR project manager and data conversion team. This is where we test the data within each module to make sure that each module has all of the required data to function properly.

7.4 Review / Audit data with COUNTY

Once the data have been formatted, imported, and verified by the CONTRACTOR team, the COUNTY project team will be asked to review the converted data (either via web meeting or on-site). Any adjustments that need to be made should be requested by the COUNTY at this time.

Once the data has been reviewed and accepted by the COUNTY, the data will be considered in a “go-live” state.

7.5 Project Conversion Requirements

The following is a list of the data files and types that will be converted during this implementation.

All data to be converted must be identified and samples provided prior to the conversion.

Description of Data File	File Type	CommSHOP 360°™ Table	Notes
Agency Data	Delimited text, Excel	Agency	Any other formats should be discussed with the Project Manager to determine if they are within the scope of the project.
Asset Data	Delimited text, Excel	Asset	Any other formats should be discussed with the Project Manager to determine if they are within the scope of the project.

8.0 SECTION 3 – INSTALLATION TASKS

8.1 Server Hardware/ CommSHOP 360°™ Software Installation

8.2 Server Hardware

Any server hardware that is quoted and provided by the CONTRACTOR will be installed first, with the assistance of COUNTY IT personnel. Delivery and install of the servers may be coordinated in advance of the scheduled installation week, depending on the requirements of the COUNTY IT Department.

8.3 Server Software

THE CONTRACTOR personnel will load and configure all provided software on the server(s) to be accessed from the workstations on the network. Any software and licensing not provided by the CONTRACTOR (such as database licensing or operating system licensing), is the sole responsibility of COUNTY.

THE CONTRACTOR will provide copies of all delivered software on CD Rom to the COUNTY project manager.

File Location

A typical installation of the application will involve creating a shared directory on the application server (usually “mcm”) and within that folder you will copy the distribution folder “mcasset50”.

The “mcasset50” folder contains all the applications, libraries, drivers, and reports need to run the application. There are also several required sub folders that are used such as: Images, Attachments, and Help.

Security

The best practice is to have a Windows domain or local security group created containing the user accounts of the users that will access the application. Users will need Read/Write access to this directory.

8.4 Server Database Installation

The CommSHOP 360°™ application uses 2 databases: The “**System**” database and the “**Company**” database.

The “System” database contains the “Company” database name and connection information.

The “Company” database contains all of the tables that are used within the various CommSHOP 360™ modules. This database is created with a unique name for each implementation.

Hardware

Depending on the type of database platform that is being used, the server hardware may vary. Typically you will have a database server the only serves that purpose only. In some cases, you may use the same server for both the application file sharing and the database server.

There are no special requirements at this time as far as the setup of the database software. It is generally best practice to have the database files (.mdf and .ldf) located on a different drive than the operating system.

Security

Before the databases have been created or “attached” to the COUNTY’s server, an SQL user must be created (*username – “mcm”, password – “tech”*) so that that user can be assigned as the dbo or database owner.

The password can be changed at a later date, if desired, once the implementation has been completed.

8.5 Workstation COUNTY Installation

THE CONTRACTOR will install the COUNTY software on all workstations as required. It is the responsibility of COUNTY to insure that the workstations have network connectivity to the server within the requirements set forth by the CONTRACTOR in the System Requirements.

LAN / WAN

A COUNTY installation program is used to setup workstations that connect to the application via the LAN / WAN. Typically, a drive will be mapped to the server where the application and dlls reside and the COUNTY installation will use the drive mapping for the installation parameters.

Listed below are details on the Installation process:

COUNTY Files

The only COUNTY files that are needed are the Report Works files that are used for running the reports. The COUNTY install program will load the latest files into the proper location (C:\Program Files\ReportWorks\).

Data Sources

A system DSN is used to access the database for running reports. This will be installed when running the COUNTY setup program. To install manually, go to Control Panel > Administrative Tools > Data Sources (ODBC) and add a new System DSN name “mcm” for the server and database to which you are connecting.

8.6 Terminal Server / Citrix

Some installations require the use of Terminal Server or Citrix for remote connectivity over speeds that are less than 10 MB. In this environment, the application server is typically setup using the COUNTY installation so that all of the components needed to run the application are installed.

For Terminal Services: each remote user will connect to the server and run the application from a desktop shortcut.

For Citrix: the application can be run from a desktop window or it can be published and accessed via a web interface.

8.7 Forms Modifications

There are several printable forms in the application that can be customized according to the COUNTY'S needs. These modifications typically include changes such as:

- adding logos,
- general form layout, and
- displaying various fields from the database tables according to the specific needs of the COUNTY.

The following is a list of the forms that are able to be customized or modified:

- Work Order
- Work Order History Re-Print
- Work Order Invoice
- Work Order Invoice History Re-Print
- Packing List
- Asset Print (*Can be Bar Code or Detailed asset report*)
- Inventory Bar Code print

9.0 CONFIGURATION TASKS

9.1 Settings Table Configuration by Module

There are many settings, both system-wide and by module, that need to be defined before using the application.

These include functions such as:

- Auto-Numbering settings,
- Costing methods,
- Work Order billing defaults,
- paths to attachment and program directories, etc.

The CONTRACTOR configuration team will define and assign these settings according to the needs of the COUNTY.

9.2 Table Building - Supporting list table definition by module

One of the most important configuration tasks is the process of building the list table entries for each module. These are the options in the “drop down” lists that appear on each data entry screen throughout the system. They are important because they create consistency in how the data is entered and, subsequently, provide a means of grouping and analyzing the data for reporting functions.

Table building typically begins during the data conversion process and goes on throughout the initial Administrative training sessions. There are several of these lists that are typically populated during the data conversion process, such as:

- Asset Models,
- Asset Categories, and
- Agency Groups.

The remaining list table entries are entered manually.

9.3 Defining User Groups

Groups are the basis for all user access in the CommSHOP 360^o™ system. Groups control permissions and menu access to the various modules and functions in the system.

9.4 Creating / Customizing Menu Options by Group

With the CommSHOP 360^o™ administration utility, you have the ability to create customized menus for each User Group you create. The menu options are generally defined according to the job functions that a specific group of users would perform.

Once the groups have been defined, the CONTRACTOR configuration team will assign the defined Menu options.

9.5 Defining Permissions by User Group

Permissions are defined by User Group and by Module. Though a user is given access to a given module from their group menu, they still must have the appropriate permission levels to function within the modules.

There are some standard groups and permissions templates that have already been defined, but these can be customized or new ones can be created.

9.6 Adding Users

Once the groups, menus, and permissions have been defined, the users can be added to the system. The CONTRACTOR stores a separate user name and password that is specific to the CommSHOP 360^o™ application and is not related to any existing Windows or other network logins.

10.0 SECTION 4 - TRAINING

10.1 Training Schedule

The training schedule will be set by the CONTRACTOR Project Manager and the COUNTY Project Lead(s). This schedule should take into consideration the availability of key personnel and their schedules.

The schedule is generally made up of multiple sessions that cover the same topics, so that small groups of personnel can be trained at different times, without affecting your normal workload and staffing capabilities. A training schedule document will be developed prior to the training sessions and agreed on by both parties.

10.2 Access to Standard Manuals and Documentation

The CONTRACTOR provides online training documentation within the application that can be accessed from the Help menu. A printed copy of the manual in PDF format is also included on the server under the installation folder in a "Help" folder.

10.3 Custom Training Materials

During the course of the install, the training team may develop customized training documents to be used during the training sessions. This is an additional fee-based Professional Service that is incrementally available to the COUNTY and can be included in the scope of the job, when required.

10.4 Training Methodology

A variety of teaching methods will be offered, including one-on-one individual training, classroom and web-based education. The training team will tailor the education to fit the number of users, timeframes and available facilities. Depending on the needs of the COUNTY, the training team normally recommends a combination of the following training methods:

- Classroom sessions for group specific training (i.e. Administrators, Technicians, Inventory clerks, etc.)
- Hands-on training with users at their work locations

Core Module Training

During the week of core-module training, we will schedule and hold training sessions for the different user groups (TBD). Typically, there will be afternoon and morning sessions scheduled, for example:

- Morning Session: Power User training – all modules as needed (approx 2 hours)
- Morning Session: Work Orders and Assets Training (approx. 2 hours)
- Afternoon Session: Power User training – all modules as needed (approx 2 hours)
- Afternoon Session: Work Orders and Assets Training (approx. 2 hours)

The training schedule depends greatly on the location and availability of the personnel being trained. During the engineering phase of the project, the project team will determine what groups are to be trained and for which modules and functions these groups will need specific training. The training schedule will be set at this time.

10.5 Optional Module Training

Training on any additional modules outside of the standard core modules, will be addressed separately. Training sessions may take place the same week as core module training, if scheduling permits.

10.6 Training Locations

Classroom training should take place in a centralized training facility where possible. If it is necessary to do classroom training at more than one location, this will be determined and discussed during the engineering phase of the project. Hands-on training for the users is essential and where required, CONTRACTOR will have the personnel available to schedule times be able to each location. It is recommended that at least one user from each location be trained thoroughly on all aspects of the system that will be needed for that location to operate. This is so that cross-training and future basic training needs can be met internally.

10.7 Additional Training Options

In order to train future employees most effectively, we recommend that there be certain qualified people on staff with sufficient training and experience to cross-train other users. However, the CONTRACTOR offers web based and on-site training sessions as needed for an additional cost.

10.8 Project Training Requirements

Training sessions will be held for the following CommSHOP 360^o™ core modules and optional applications:

- Agency
- Assets
- Work Orders
- Inventory
- Project Management
- Purchasing
- Radio ID Management
- Web Asset Manager

11.0 TESTING AND ACCEPTANCE

Upon installation of the proposed system, the CONTRACTOR project team and the COUNTY team will work together to insure that the software meets the standard features and functionality represented in product literature and demonstrations provided by the CONTRACTOR. Any custom development that has been provided within the scope of the contract will also be reviewed and accepted.

This process will begin as soon as the software has been installed and configured on the COUNTY server and workstations. (***Note: It is reasonable to expect that some of these functions will be verified and accepted during the actual implementation and training phases of the product and that this should not delay the project schedule.*)

11.1 PROJECT SIGN-OFF AND PROTOCOL

THE CONTRACTOR proposes delivering the services detailed in this SOW in the most efficient time line possible. (*Dates to be determined*)

11.2 Project sign-off on all deliverables

Upon completion of the project, the CONTRACTOR will provide an acceptance document to be signed by the COUNTY project manager to identify completion and acceptance of all deliverables.

11.3 Review and identify Warranty period and beginning of Maintenance period

Once the system is in a “Go-Live” state, there is a period in which the system is covered under Warranty and then the Maintenance period begins.

The terms for Warranty and Maintenance are included in the *End User License Agreement* (EULA) that is provided to you at the time the contract is signed.

New Requirements: Product Enhancements, Training, or other Services

During the implementation, there are typically some new requirements or enhancements that are discussed which were not included in the original scope of the project.

There are a couple of ways that this is generally addressed:

- A. If there are funds available within the project that can be used, the CONTRACTOR Project Manager will provide documentation on the new requirements that will be agreed upon by both parties.
- B. If the funds are not available with the project, a separate Quotation or Change Order will be provided along with documentation on the new requirements that will be agreed upon by both parties.

12.0 ADDITIONAL COSTS INCURRED

Additional costs incurred by COUNTY before, during, or after the project that are outside the scope of work detailed in this document will be borne solely by the COUNTY.

This includes, but is not limited to, cost for the purpose of providing site access, insuring technological compatibility, undertaking hardware upgrades, etc.

The CONTRACTOR will not incur or invoice COUNTY for any expenses relating to activities outside of the SOW without prior approval from COUNTY

13.0 BASIC SYSTEM SPECS AND PERFORMANCE BENCHMARKS

Onsite Installation Requirements for the CONTRACTOR CommSHOP 360 Solution:

Since your organization has requested an onsite installation we must review the falling specification to insure you are a good candidate for this package.

Please review the following IT requirements to see if your infrastructure meets the necessary requirement for the CONTRACTOR onsite Network installation.

(Please note if you do not meet the necessary IT requirement such as Server storage, Connectivity Requirements, SQL User CALS, some additional Hardware and Software may be required at an additional cost.)

The CONTRACTOR CommSHOP Programming Language(s)

- COUNTY Server Applications: C++
- Web Applications - ASP.NET (Requires Microsoft .Net Framework 2.0 and IIS 6.0 or higher.)
- Basic Configuration:**

The application and its supporting files are generally setup on the server under a shared directory. Users map drives to the share and load minimal COUNTY software. Permissions for access to this directory are managed using local or domain accounts/groups. Users must login to the CONTRACTOR with a separate user name and password that is setup under the CONTRACTOR administration utility.

- System Requirements**

The following table details the server and workstation requirements for running the CONTRACTOR and any related applications.

	Server	Workstation
Operating Systems	Windows 2000 or 2003 Server	Windows 2000, XP Pro, Vista
Database Platform	Microsoft SQL 2000 or SQL 2005	N/A
Hardware	<p><u>Database Server:</u> <i>Minimum -</i> Pentium 4 2 GB RAM 3 ea. SCSI/SATA Drives – Raid 5</p> <p><i>Recommended –</i> Xeon Processor 4 GB RAM 4 ea. SCSI Drives – Raid 10</p> <p><u>Application Server:</u> <i>(If Required for Citrix or Web Server)</i> Xeon Processor 2 GB RAM (15-20 user Citrix) 2 ea. SCSI/SATA Drives – Raid 1</p>	<p><i>Minimum -</i> Pentium 3 or equivalent, 512 MB RAM</p>
Display Resolution	N/A	Minimum – 1024x768
Network Speed	Minimum - 10 MB Recommended – 100 MB	Minimum - 10 MB Recommended – 100 MB

Third party Licensing requirements

Product	Notes
Windows Server License	1 ea. required for each server
SQL Server License	1 ea. required for each server
Windows User CALs	1 ea. req for every user or workstation that accesses the CONTRACTOR application
SQL User CALs	1 ea. req for every user or workstation that accesses the CONTRACTOR application
ReportWorks	1 ea. (per site) required to run reports 1 ea. (per workstation) required to develop custom reports

EXHIBIT C

Software License Agreement

1.0 SOFTWARE

1.1 Grant of Object Code Use License

MCM hereby grants to End User a limited, nonexclusive, nontransferable license to use the Software (as defined herein) (object code only) and Documentation (as defined herein) solely for the internal business use of End User. The Software is for use by the End User's employees and for input of the End User's own data, unless otherwise provided in the user specifications and limitations set forth in Exhibit B. In no event may the Software be used in connection with any commercial timesharing, service bureau or other rental or sharing arrangements involving third parties.

As used herein, the term "Software" means the computer programs set forth in Exhibit B, and any enhancements or modifications thereto to which End User is entitled under this License or any valid Maintenance Contract (as defined herein). The term "Documentation" means any user manuals and other documents relating to the Software provided to End User by MCM.

End User's license and right to use the Software (or any intellectual property of MCM) does not include any license or right to create derivative works of the Software (or any intellectual property of MCM) or distribute the Software or derivative works thereof. Without limiting the foregoing, the End User shall not create derivative works or distribute the Software or derivative works thereof in any manner that would cause the Software or derivative work thereof, in whole or in part, to become subject to the terms of any "open source" license or agreement or any other license, agreement, or any condition or requirement in equity, law, or contract that would or could require the Software or derivative work thereof, in whole or in part, to be (i) released or distributed outside the full control and discretion of MCM, (ii) distributed or disclosed in source code form, or (iii) licensed with the right to make derivative works. For the sake of clarity, the End User is specifically prohibited from engaging in any activity that would or could cause the Software or any derivative work thereof, in whole or in part, to become "open source" or to be subject to "open source" terms.

1.2 Acceptance of Software

End User shall have thirty (30) calendar days from the date of installation of the Software (the "Installation Date") to test the Software and determine whether it complies with this License, the related Exhibit B and any Documentation provided hereunder. Any perceived nonconformity in the Software must be reported in writing to MCM within such 30-day period. Any part of the Software not identified as nonconforming within such time period shall be deemed to be accepted by End User in all respects, and End User's failure to notify MCM in writing of nonconformity shall act as a waiver of any claims with respect thereto. To the extent any modifications or other Services (as defined herein) are performed or completed by MCM after the Installation Date, End User shall have thirty (30) calendar days from completion of such modifications or Services within which to notify MCM in writing of any nonconformity with respect thereto. Any part of the Software not identified as nonconforming within such time period shall be deemed to be accepted by End User in all respects, and End User's failure to notify MCM in writing of nonconformity shall act as a waiver of any claims with respect thereto. This latter notification period shall not extend the initial 30-day notification period relating to installed Software that is not the subject of the modifications or Services.

In the event of the discovery and identification of any nonconforming Software, End User's exclusive remedy, and MCM's entire liability, shall be: (i) the correction of program errors that cause nonconformity, or (ii) if MCM cannot substantially correct such nonconformity in a commercially reasonable manner, End User may end its license and recover the fees paid to MCM for the license and any unused, prepaid support and maintenance fees.

1.3 Title to and Ownership of Software and Modifications

The parties agree that the Software and Documentation constitutes valuable property, proprietary information and trade secrets of MCM, whether or not any portion of the Software is or may be copyrighted or patented. Title, full ownership and all proprietary rights to the Software (as it now exists or may later be modified) and the Documentation and all copies thereof shall remain with MCM. Nothing in

this License or the Attachments shall be or shall be interpreted or construed to be a transfer of any right, title or interest whatsoever in the Software or the Documentation.

1.4 End User Obligations

1.5.1 End User accepts full responsibility for the selection, implementation after installation and use of the Software and Documentation to achieve End User's intended results.

1.5.2 End User shall provide MCM with access to such personnel, hardware and third-party software as may be necessary to install the Software hereunder and provide the other Services and Maintenance as set forth herein.

1.5.3 End User shall allow MCM to audit periodically End User's usage of the license granted hereunder to determine compliance with the location and user specifications and limitations set forth in Exhibit B.

1.5.4 End User acknowledges that the Software is subject to U.S. export jurisdiction. End User agrees to comply with all applicable international and national laws that apply to the Software, including, without limitation, end-user, end-use, and destination restrictions. Without limiting the generality of the foregoing, additional information may be available at such locations as <http://www.bxa.doc.gov> or from third party resources. MCM is not responsible for the accuracy of the information at any such websites.

1.5.5 End User shall not attempt to create, replicate, copy, adapt, 'unlock', translate, alter, reverse engineer, revise, disclose, or make derivative works of the Software or Documentation (each a "Modification"), directly or indirectly by any method. End User agrees not to develop any software based on any portion or function of the Software or Documentation. All copies, Modifications, and derivative works (whether or not authorized) automatically upon creation (i) belong to MCM, (ii) become subject to the limitations and obligations of End User under this License, and (iii) are excluded from any warranty or other obligation by MCM.

1.5.6 End User consents to and grants MCM permission to collect and maintain data and information relating to asset and inventory data that is input or maintained by End User in connection with the Software (the "Collected Data") and to use the Collected Data for MCM's own purposes and to disclose and transfer the Collected Data to one or more third parties, provided that such disclosure and transfer does not expressly associate the Collected Data with the End User.

1.5.7 End User shall be responsible for and obtain all rights from third parties necessary for MCM to perform any Services, including, without limitation, all rights of access and rights to modify, under copyright, confidentiality agreements, the Computer Fraud and Abuse Act, and all other forms and sources of rights or restrictions.

1.5 Confidentiality and Nondisclosure

End User agrees that the Software and Documentation are unique and valuable assets of MCM and agrees to maintain the Software and Documentation and all other Confidential Information of MCM in strict confidence and to use and disclose such Confidential Information only as permitted under this License. End User shall prevent disclosure of the Confidential Information to persons or entities other than End User's employees, agents, subcontractors or representatives of MCM, or other persons at End User's premises, and End User may disclose Confidential Information to its employees, agents, subcontractors or representatives of MCM solely for purposes related to End User's permitted use of the Software or Documentation hereunder. The foregoing restrictions on disclosure and use shall not apply with respect to any information which: (i) was or becomes publicly known through no fault of End User; (ii) was rightfully known or becomes rightfully known to End User without confidential or proprietary restriction from a source other than MCM; (iii) is independently developed by End User without reference to or reliance on Confidential Information; (iv) is required to be disclosed by law. End User hereby acknowledges and agrees that breach of this section would result in irreparable harm to MCM.

1.6 Termination of Software License

End User may terminate the license granted hereunder upon thirty (30) days written notice to MCM, provided, however, that End User shall not be relieved from making payments to MCM for all amounts due hereunder, including payment in full for the Software, Maintenance through the current term, and all Services as set forth in the SOW, unless MCM commits a default as defined in Section 8.1. If the application resides on an MCM server, MCM retains the right to prohibit access to the application in the

event the End User fails to pay as agreed for hosting fees or fees related to the retention of the perpetual software license.

2.0 PROFESSIONAL SERVICES

2.1 Professional Services

Consulting, implementation, integration, training and customization services (collectively, “Services”) shall be provided by MCM only as set forth in writing and in accordance with this License and Exhibit B.

3.0 MAINTENANCE

3.1 Initial Maintenance Service Commitment

End User agrees to purchase maintenance services (“Maintenance”) for the Software for a period of one year following the expiration of the warranty period (the “Maintenance Contract”). The Maintenance Contract will automatically renew for one-year periods at MCM’s then current rates, unless canceled by either party by written notice at least 60 days prior to the expiration of the current term of the Maintenance Contract.

3.2 Periodic Maintenance

MCM shall, upon expiration of the warranty period as defined in Section 6.1.1 below, and upon payment of the Maintenance Contract fees specified herein, provide End User with the following ongoing Maintenance for the Software:

3.2.1 Updates and such other changes to the Software (the “Updates”) as soon as such Updates have been made available or offered to any of MCM’s other licensees. Such Updates shall not degrade the performance, functioning or operation of the Software, and MCM agrees to give End User all reasonably necessary assistance to install the same, at no additional cost to End User.

3.2.2 In the event of a material defect which does not permit the Software to operate substantially in accordance with the Documentation, MCM shall, during the term of the Maintenance Contract, perform the services described in Sections 6.1.2 and 6.1.3; provided, however, that End User fulfills the obligations set forth therein, and malfunctions occur in a supported version of the Software.

3.2.3 MCM shall have no responsibility to perform Maintenance upon superseded releases of the Software, except that MCM will continue to provide support for such superseded releases for a period of six months from the published date of each superseding release.

3.2.4 MCM shall provide End User with any and all modifications to each version of the Software that may be required to enable the same to operate in conjunction with any new generally available releases and versions of the operating system, database and other computer programs with which the installed version of the Software is designed to operate as soon as MCM has installed and operated the modification for its own internal use or for the use of any one of MCM’s other commercial customers.

3.3 Maintenance Service Reinstatement

In the event End User allows the Maintenance Contract to lapse after the initial Maintenance Contract commitment, End User may reinstate Maintenance services by paying fifty percent (50%) of the Maintenance Contract fees for the period during which Maintenance services were not in effect, a reinstatement surcharge of twenty percent (20%) of the foregoing amount, and applicable periodic Maintenance fees for the new service period.

4.0 SUPPORT

As a part of MCM’s Maintenance commitment, during the term of the Maintenance Contract for periods for which fees are fully paid, system support services shall be made available, by telephone and email, in the form of application consulting and technical assistance. Personnel shall be available to provide support to End User Monday – Friday from 8:00 A.M. to 5:00 P.M. Central Standard Time with the exception of MCM holidays.

To resolve problems that result in material interruptions or limitations of service or that otherwise prevent the Software from performing in accordance with the Documentation or other warranties set forth in this License, MCM shall respond to calls as soon as possible after notification of any problem or issue.

If any problem reported to MCM pursuant to this Section 4 is the result of End User's misuse of the Software or is unrelated to the Software, End User shall reimburse MCM for the services provided to correct such malfunction, defect or nonconformity at MCM's then current published standard rates for such services. MCM shall repair any damage caused by its employees, agents, or contractors while performing Maintenance.

5.0 ADDITIONAL PURCHASES AND UPGRADES

All additional purchases of products and Services under this License shall be effective only upon execution of the related Change Order Form(s) and Statement(s) of Work. Notwithstanding the content of any particular Change Order Form or Statement of Work, this License shall control, and any conflicting or inconsistent terms contained in such additional documents shall be null and void.

6.0 WARRANTY

6.1 Warranties

6.1.1 MCM warrants the Software and Services shall be free from material defects and shall operate substantially in accordance with then current Documentation and the Attachments, for a period of sixty (60) days from the Installation Date.

6.1.2 MCM's sole responsibility for material defects in the Software or Services discovered by End User and for which MCM receives prompt notice in writing from the End User shall be, at MCM's sole election, to: (a) correct such defects or provide a work-around solution; (b) replace any defective Software or Services; or (c) correct any errors in MCM's Documentation to substantially conform to the intended performance of the Software or Services and resubmit such Documentation to End User. The foregoing obligations of MCM are void if MCM does not receive prompt notice in writing from the End User or if MCM's examination of the Software or Services confirms that the Software or Services have been: (x) altered or modified by or on behalf of End User, other than by MCM; (y) subjected to negligence or computer or electrical malfunction; or (z) used, adjusted or installed in a manner inconsistent with the Documentation or other written instructions provided by MCM to End User hereunder, in which event End User shall be invoiced for any additional Services rendered by MCM to remedy the problem at the prevailing rates at the time such Services are performed.

6.1.3 The warranty provided in Section 6.1.1 does not cover any portion of the Software or Services that malfunctions for reasons not connected to the logic of the Software or Services, or for reasons not under the control of MCM. The performance of MCM's obligations under Section 6.1.2 shall be MCM's total maximum liability and MCM's entire obligation to the End User as a consequence of all and any errors in the Software, and the End User shall have no other claims against MCM as a result of such errors.

6.1.4 MCM warrants that it is the true and lawful owner of the Software and has clear title to the Software, or has obtained and currently holds valid and sufficient rights to license the Software to the End User.

6.1.5 MCM represents that there are no unresolved claims, demands or pending litigation relating to intellectual property rights in any part of the Software, and the Software contains no "Illicit Code." As used in this Section 6.1.5, "Illicit" Code means any computer instructions in the Software that are not intended to provide the functionality described in the Software's Documentation and that interfere with End Users' use or right to quiet enjoyment of its license to the Software or that interfere with or prevent End Users' use of the Software as provided in this License and the SOW. Illicit Code includes what is commonly known as computer viruses, Trojan Horses, self-destruction mechanisms, copy protection

schemes and such other computer instructions that can disable, destroy or otherwise alter the software or hardware on which the Software executes, or reveal any data or other information accessed through or processed by the Software

6.1.6 MCM represents that it has not incorporated any “Open Source Software” in whole or in part to any part of the Software.

6.1.7 MCM represents that all Services will be performed by qualified workers, and in a professional and workmanlike manner, and that the Services will conform to the applicable requirements and specifications and to the standards applicable in the software industry. MCM agrees that if any Services are not in compliance with this warranty and such non-compliance is brought to MCM’s attention within a reasonable time after such Services are performed, then as the sole remedy for a breach of this warranty, MCM will re-perform the Services at MCM’s sole cost and expense.

6.1.8 MCM warrants that if use of the Software is enjoined through a preliminary injunction, MCM must immediately, at no expense to the End User: (A) procure for the End User the right to continue using the Software; or (B) replace or modify the Software so that it becomes non-infringing and is of equivalent or superior functionality. If the above alternatives are not available, the End User whose use is enjoined may, within one hundred twenty (120) days after notification by MCM of the preliminary injunction, notify MCM that the End User elects to continue to use the Software until such time as either a final injunction issues, there is final adjudication for infringement of the Software, or the preliminary injunction or action is withdrawn, and during such time, in addition to MCM’s indemnification obligations, MCM will pay the court costs and post a bond necessary to authorize such End User to continue to use the Software in accordance with this Agreement. MCM may not terminate the license granted in Section 1.1 unless ordered by a court in an injunction or final adjudication for infringement of the Software, and the license may only be terminated with respect to those areas where the use of the Software is found infringing. If the license is terminated, in addition to all other remedies available to the End User, the End User will be entitled to, and MCM will promptly remit, a refund to the End User of all amounts paid for the license to use the Software. If the injunction or action is withdrawn or a settlement of such action is reached, the affected license(s) will be reinstated under the terms of this License.

6.2 WARRANTY DISCLAIMERS

LICENSEE ACKNOWLEDGES AND AGREES THAT, WITH THE EXCEPTION OF THE LIMITED WARRANTIES SET FORTH IN SECTION 6.1 HEREOF, LICENSOR HAS NOT MADE AND MAKES NO REPRESENTATIONS OR WARRANTIES OF ANY KIND OR NATURE, EITHER ORAL OR WRITTEN, EITHER EXPRESS OR IMPLIED, CONCERNING THE SOFTWARE TO BE LICENSED HEREUNDER, THE PRODUCTS TO BE SOLD OR THE SERVICES TO BE PROVIDED HEREUNDER, AND TO THE FULL EXTENT PERMITTED UNDER APPLICABLE LAW, LICENSOR SPECIFICALLY DISCLAIMS ANY AND ALL REPRESENTATIONS AND WARRANTIES CONCERNING SUCH SOFTWARE, PRODUCTS AND SERVICES, BOTH EXPRESS AND IMPLIED, ORAL AND WRITTEN, INCLUDING, WITHOUT LIMITATION, ALL WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE OR USE, ACCURACY OF DATA, SYSTEM INTEGRATION, AND ALL WARRANTIES RELATING TO RESULTS TO BE DERIVED FROM THE USE OF SUCH SOFTWARE, PRODUCTS OR SERVICES OR OTHER MATERIALS PROVIDED IN CONNECTION WITH THIS LICENSE. LICENSOR DOES NOT REPRESENT OR WARRANT THAT SOFTWARE, PRODUCTS OR SERVICES ARE SECURE, FREE FROM BUGS, VIRUSES, INTERRUPTION, ERRORS, OR OTHER PROGRAM LIMITATIONS. LICENSEE ACKNOWLEDGES THAT IT IS A SOPHISTICATED PARTY TO THIS LICENSE AND RECOGNIZES AND AGREES THAT THIS PROVISION IS AN INTEGRAL PART OF LICENSOR’S PRICING AND AN IMPORTANT FACTOR IN ITS WILLINGNESS TO GRANT THE LICENSE HEREUNDER AND PERFORM SERVICES HEREUNDER.

7.0 LIMITATIONS OF LIABILITY

IN NO EVENT SHALL LICENSOR BE LIABLE FOR ANY INCIDENTAL, INDIRECT, PUNITIVE, SPECIAL OR CONSEQUENTIAL DAMAGES OF ANY NATURE, WHETHER FORESEEABLE OR NOT, INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OR DESTRUCTION OF DATA, BUSINESS INTERRUPTION, COSTS OF COVER, LOSS OF USE, LOSS OF ANTICIPATED REVENUES OR PROFITS, OR DAMAGES RESULTING FROM OR RELATING TO CLAIMS

BROUGHT AGAINST LICESEE BY THIRD PARTIES, REGARDLESS OF WHETHER LICENSOR HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, AND THE LICENSEE CANNOT CLAIM, DEMAND OR SEEK RECOVERY FROM LICENSOR OR ITS REPRESENTATIVES FOR ANY OF THE FOREGOING LOSSES OR DAMAGES AND LICENSOR WILL NOT INDEMNIFY THE LICENSEE FOR ANY SUCH CLAIMS. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, LICENSOR DISCLAIMS ANY PRODUCT LIABILITY AS A CONSEQUENCE OF LOSS OR DAMAGE TO PROPERTY WHICH, IN VIEW OF ITS NATURE, IS NORMALLY INTENDED FOR COMMERCIAL USE. IN NO EVENT SHALL LICENSOR'S TOTAL CUMULATIVE LIABILITY IN CONNECTION WITH OR RELATING TO THE SOFTWARE, PRODUCTS, SERVICES OR THIS LICENSE EXCEED THE AMOUNT OF THE LICENSING FEES AND OTHER AMOUNTS ACTUALLY PAID BY LICENSEE TO LICENSOR HEREUNDER. THESE LIMITATIONS SHALL APPLY TO ALL CAUSES OF ACTION IN THE AGGREGATE, WHETHER BASED IN CONTRACT, TORT OR OTHERWISE. NO CLAIM ARISING IN CONNECTION WITH THE SOFTWARE, PRODUCTS, SERVICES OR THIS LICENSE MAY BE BROUGHT AGAINST LICENSOR MORE THAN ONE (1) YEAR AFTER IT ACCRUES.

8.0 MISCELLANEOUS

8.1 Termination for Default, Bankruptcy or Breach

8.1.1 In the event End User fails to perform any of its obligations under this License, MCM may terminate this License, in whole or in part, by giving the End User thirty (30) days prior written notice specifying the nature of the default; provided that if End User cures such default during the thirty (30) day period, the notice of termination shall be null and void.

8.1.2 Either party may terminate this License without prior notice upon (i) the filing of a voluntary petition in bankruptcy by the other party, or (ii) the passage of one hundred twenty (120) days after the commencement of any involuntary proceeding against such other party seeking reorganization, arrangement, composition, readjustment, liquidation, dissolution or similar relief under any bankruptcy, insolvency or other similar law, if the proceeding has not been dismissed during such one hundred twenty (120) day period.

8.1.3 In the event that there is a breach of any of End User's obligations under Section 1.5, MCM may at its option, terminate this License immediately and enjoin such breach by appropriate proceedings.

8.2 Cease Use and Return of the Software

End User shall, within thirty (30) days after termination of this License and/or End User's license, for any reason, cease all use of the Software and Documentation and return to MCM the original and all existing copies of the Software, together with all Documentation and any other related material in End User's possession or control and delete and permanently erase all copies of the Software and Documentation that cannot be returned to MCM. End User shall furnish to MCM a written statement certifying compliance with this Section.

8.3 Independent Contractors

The parties are independent contractors, and this License shall not establish any relationship of partnership, joint venture, employment, franchise or agency between the parties. No party has the power to bind the other or incur obligations on the other's behalf.

8.4 Force Majeure

Except with respect to the obligation to pay money, neither party will be responsible for delays or failures in performance resulting from acts beyond the control of such party. Such acts shall include, but not be limited to, acts of God, acts of terrorism, strikes, supplier delays, lockouts, riots, acts of war, epidemics, governmental regulations superimposed after the fact, fire, communication line failures, power failures, earthquakes or other disasters.

8.5 Modifications

All amendments to this License must be in writing.

8.6 **Headings**

Headings used in this License are for reference purposes only and shall not be deemed a part of this License.

8.7 **Enforceability**

If any provision of this License shall be held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall in no way be affected or impaired thereby.

8.8 **Survival of Section**

The rights and obligations under Sections 1.2, 1.5, 1.6.5, 1.6.6, 1.7, 6.2, 7.0, 8.3, 8.4, 8.5, 8.6, 8.7, 8.8, 8.9, 8.10, 8.11 and 8.12 of this License shall survive any expiration or termination hereof.

8.9 **Assignment**

This License and the rights and duties hereunder shall not be assignable by End User except upon the written consent of MCM. MCM may assign this License and the rights and duties hereunder.

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EXHIBIT D

CONTRACTOR TRAVEL AND PER DIEM POLICY

- 1.0 All contract-related travel plans and arrangements shall be prior-approved by the County Contract Administrator.
- 2.0 Lodging, per diem and incidental expenses incurred in performance of Maricopa County/Special District (County) contracts shall be reimbursed based on current U.S. General Services Administration (GSA) domestic per diem rates for Phoenix, Arizona. Contractors must access the following internet site to determine rates (no exceptions): www.gsa.gov
 - 2.1 Additional incidental expenses (i.e., telephone, fax, internet and copying charges) shall not be reimbursed. They should be included in the contractor's hourly rate as an overhead charge.
 - 2.2 The County will not (under no circumstances) reimburse for Contractor guest lodging, per diem or incidentals.
- 3.0 Commercial air travel shall be reimbursed as follows:
 - 3.1 Coach airfare will be reimbursed by the County. Business class airfare may be allowed only when preapproved in writing by the County Contract Administrator as a result of the business need of the County when there is no lower fare available.
 - 3.2 The lowest direct flight airfare rate from the Contractors assigned duty post (pre-defined at the time of contract signing) will be reimbursed. Under no circumstances will the County reimburse for airfares related to transportation to or from an alternate site.
 - 3.3 The County will not (under no circumstances) reimburse for Contractor guest commercial air travel.
- 4.0 Rental vehicles may only be used if such use would result in an overall reduction in the total cost of the trip, not for the personal convenience of the traveler. Multiple vehicles for the same set of travelers for the same travel period will not be permitted without prior written approval by the County Contract Administrator.
 - 4.1 Purchase of comprehensive and collision liability insurance shall be at the expense of the contractor. The County will not reimburse contractor if the contractor chooses to purchase these coverage.
 - 4.2 Rental vehicles are restricted to sub-compact, compact or mid-size sedans unless a larger vehicle is necessary for cost efficiency due to the number of travelers. (NOTE: contractors shall obtain pre-approval in writing from the County Contract Administrator prior to rental of a larger vehicle.)
 - 4.3 County will reimburse for parking expenses if free, public parking is not available within a reasonable distance of the place of County business. All opportunities must be exhausted prior to securing parking that incurs costs for the County. Opportunities to be reviewed are the DASH; shuttles, etc. that can transport the contractor to and from County buildings with minimal costs.
 - 4.4 County will reimburse for the lowest rate, long-term uncovered (e.g. covered or enclosed parking will not be reimbursed) airport parking only if it is less expensive than shuttle service to and from the airport.
 - 4.5 The County will not (under no circumstances) reimburse the Contractor for guest vehicle rental(s) or other any transportation costs.

- 5.0 Contractor is responsible for all costs not directly related to the travel except those that have been pre-approved by the County Contract Administrator. These costs include (but not limited to) the following: in-room movies, valet service, valet parking, laundry service, costs associated with storing luggage at a hotel, fuel costs associated with non-County activities, tips that exceed the per diem allowance, health club fees, and entertainment costs. Claims for unauthorized travel expenses will not be honored and are not reimbursable.
- 6.0 Travel and per diem expenses shall be capped at 15% of project price unless otherwise specified in individual contracts